

# MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

JAMES A. HESSE 622-2024  
ASSISTANT GENERAL COUNSEL

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GENERAL SOLICITOR

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GENERAL ATTORNEY - COMMERCE

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GENERAL ATTORNEYS

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RICHARD S. M. EMRICH, III 622-2013  
COMMERCE COUNSEL

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PAUL E. LITTLETON 622-2017  
PAUL J. M. RUTTER 622-2866  
ASSISTANT GENERAL ATTORNEYS

TEL. (314) 622-0123

LAW DEPARTMENT

MARK M. HENNELLY  
VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

RECORDATION NO. 6754

February 4, 1977

Filed & Recorded

FEB 18 1977 - 12 25 PM

INTERSTATE COMMERCE COMMISSION

7-049A 044  
FEB 18 1977

10

ICC Washington, D. C.

RECEIVED  
FEB 18 12 19 PM '77  
I.C.C.  
FEE OPERATION BR.

Re: Missouri Pacific Railroad Company Assumption Agreement dated as of October 15, 1976 of Chicago & Eastern Illinois Railroad Company Conditional Sale Agreement dated September 15, 1972, Bethlehem Steel Corporation, Manufacturer, First National City Bank, Assignee; Originally recorded with ICC September 28, 1972 - Recordation No. 6754

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. 1116.1(a), et seq., are three executed counterparts of an Assumption Agreement as to the above Conditional Sale Agreement dated as of September 15, 1972, between Chicago & Eastern Illinois Railroad Company, Missouri Pacific Railroad Company and First National City Bank wherein Missouri Pacific Railroad Company assumes said Conditional Sale Agreement.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Assignee of CSA:	First National City Bank 399 Park Avenue New York, New York 10022
Party Assigning CSA:	Chicago & Eastern Illinois Railroad Company 210 North 13th Street St. Louis, Missouri 63103
Party Assuming CSA:	Missouri Pacific Railroad Company 210 North 13th Street St. Louis, Missouri 63103

*Countersigned Judge Oswald*

Mr. Robert L. Oswald

- 2 -

February 4, 1977

The original Conditional Sale Agreement referred to herein covered three hundred Open Hoppers, 100-Ton Nominal Capacity 2200 C.F. with Side Dump, Nos. C&EI 16000-16299, and was recorded with the Interstate Commerce Commission on the date, and assigned the recordation number, specified in the caption hereof.


Voucher to cover the \$10 recording and filing fee is enclosed herewith.

Upon filing and recording of the enclosed instrument, two counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. J. C. Durand  
Missouri Pacific Railroad Company  
337 National Press Building  
Washington, D.C. 20045  
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Yours very truly,

  
Paul J. M. Rutterer

PJMR:js

Enclosures:

Assumption Agreement (3)  
Voucher for \$10 rec. fee

FEB 18 1977 - 12 21 PM

ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of October 15, 1976, between and among ~~First National City Bank~~ Citibank, N.A. \_\_\_\_\_ (hereinafter sometimes called Assignee), party of the first part; Chicago & Eastern Illinois Railroad Company, an Indiana corporation (hereinafter called C&EI), party of the second part; and Missouri Pacific Railroad Company, a Missouri corporation (hereinafter called MoPac), party of the third part:

W I T N E S S E T H :

WHEREAS, C&EI, pursuant to the provisions of a Plan and Joint Agreement of Merger between it and MoPac dated July 29, 1974, is to be merged into MoPac with MoPac remaining as the surviving corporation, which transaction has been approved by the Interstate Commerce Commission in a Certificate and Order dated May 4, 1976, in Finance Docket Nos. 27773 and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement of Merger, MoPac, as surviving corporation, will succeed to all property, rights, privileges, powers and franchises belonging to C&EI, including, but not limited to, title to all personal property vested in C&EI by deed or otherwise, and shall be responsible and liable for all the liabilities and obligations to C&EI, and

WHEREAS, legal title to certain C&EI equipment is vested in Assignee by virtue of an Assignment, dated as of the 15th day

of September, 1972, from Bethlehem Steel Corporation, the manufacturer of said equipment, which conditionally sold the same to C&EI, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and C&EI dated as of the 15th day of September, 1972, (said Conditional Sale Agreement and Assignment, which was recorded on the 28th day of September, 19 72, with the Interstate Commerce Commission and bears Recordation No. 6754, being hereinafter sometimes referred to as the "Conditional Sale Agreement"); and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, C&EI now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of C&EI with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Conditional Sale Agreement; and the Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of

the payment by each C&EI and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between Bethlehem Steel Corporation, manufacturer, C&EI, and ~~First National City Bank~~ Citibank, N.A., Assignee, dated the 15th day of September, 1972, without recourse against C&EI. C&EI expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of C&EI's right, title, and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on C&EI, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due on such equipment.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by C&EI to MoPac of its right, title and interest in and to the equipment referred to in

said Conditional Sale Agreement, without recourse on C&EI, and MoPac's assumption of C&EI's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.


~~FIRST NATIONAL CITY BANK~~  
CITIBANK, N.A.

By

  
Vice President

George S. Slocum

ATTEST:

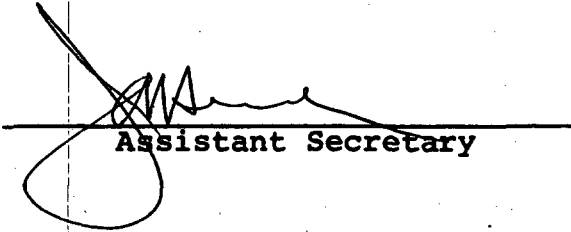
  
J.H. Moorhead, Account Officer

CHICAGO & EASTERN ILLINOIS RAILROAD  
COMPANY

By

  
Vice President

ATTEST:

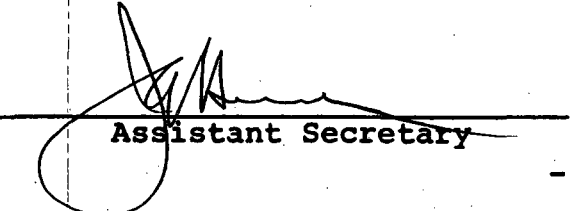
  
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By

  
Vice President

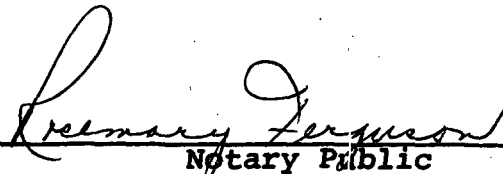
ATTEST:

  
Assistant Secretary

STATE OF NEW YORK     )  
                              ) ss.  
COUNTY OF NEW YORK    )

I, Rosemary Ferguson, a Notary Public in  
and for said County, in the State aforesaid, DO HEREBY CERTIFY  
that George S. Slocum and John H. Moorhead,  
personally known to me to be Vice President and Account Officer  
of ~~XXXXXXXXXXXXXXXXXXXX~~ Citibank, N.A.  
~~First National City Bank~~, and personally known to me to be  
the same persons whose names are subscribed to the foregoing  
instrument, appeared before me this day in person and severally  
acknowledged that as such Vice President and Account Officer  
they signed said instrument and caused the corporate  
seal of said corporation to be affixed thereto, pursuant to  
authority given by the Board of Directors of said corporation as  
their free and voluntary act, and as the free and voluntary act  
and deed of said corporation, for the uses and purposes therein  
set forth.

GIVEN under my hand and notarial seal this 15th day  
of February, 1977.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

ROSEMARY FERGUSON  
Notary Public, State of New York  
No. 41-7874785  
Qualified In Queens County  
Commission Expires March 30, 1978

STATE OF MISSOURI )  
                              ) ss.  
CITY OF ST. LOUIS )

I, R. C. Mason, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that P. C. Mullen and J. A. Hesse personally known to me to be Vice President and Assistant Secretary, respectively, of CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY, an Indiana corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 1976.

*R. C. Mason*

Notary Public

My commission expires: 9/28/78

R. C. MASON, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires September 28, 1978

This act performed in the City of St. Louis, which adjoins the County of St. Louis in which I was commissioned.



STATE OF MISSOURI )

) ss.

**CITY OF ST. LOUIS )**

I, R. C. Mason, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that M. M. Hennelly and J. A. Hesse personally known to me to be Vice President and Assistant Secretary of MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of  
October, 1976.

P. C. Mason

**Notary Public**

My commission expires: 9/28/78

**R. C. MASON, NOTARY PUBLIC**  
County of St. Louis, State of Missouri  
My Commission Expires September 28, 1978

This act performed in the City of St. Louis, which adjoins the County of St. Louis in which I was commissioned.